

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

PROJECT CODE NO : 030456
DBE Firm/Subcontract #: 3

TO : Rick Stansel

Executive Director Division of Contract Procurement

D.L. Braughler Company, Inc.

Prime Contractor

SUBJECT : Campbell BRO 8179 (5)

County

I hereby request to utilize for DBE participation a portion of the subject project to:

Triplet Construction Company of Salt Lick, Kentucky

DBE Employer Identification Numbers: 61-1341887 KY 136306

The amount to be subcontracted by this request is

DBE \$117,265.50 or 3.04% Contract

or 3.34% of the

(original contract) or a subcontract amount of \$3,863,411.00

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount DBE %

N.H. Stone Inc.

\$ 13,295.53

0.34 %

CECO Enterprises Inc. (Material Only)

155,872.46

4.03 %

Totals based on original contract Amounts

\$286,433.49

7.41 %

Contract "Worth"

Amount

Contract %

\$ 14,145.50

0.37 %

259,787.43

6.72 % (material)

\$243,175.50

3.71

\$402,962.93

10.43 %

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number A: Excess LIA.CUP2536994; A: Equip. Floater CLP3140748; B: Workers Comp. 31374 with

A: Bituminous Ins. Co.; B: Ky. Employer's Mutual Ins. which expires on 24 May 2004

Name of Insurance Company

Date

D.L. Braughler
Prime Contractor's Signature

7 July 2003

Date

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
 Rev. 04/16/02

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Project Code Number (PCN) **030456**

Prime **D.L. Braughler Co., Inc.** DBE Firm **Triplett Construction Co.**

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
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Precast Concrete Box Beams;SB36	759	LF	\$154.50	\$117,265.50	Crane Rental Agreement for Braughler's Cranes.
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KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
 Rev. 06/11/02

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Project Code Number (PCN): 030456 DBE Firm Triplett Construction Co.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
0009	9	Precast Concrete Box Beams; SB36	LF	759	\$170.00	\$129,030.00	759	\$154.50	\$117,265.50

Comments:

SUBCONTRACT

This contract made and entered into this 7th day of July 2003 by and between

D.L. BRAUGHLER COMPANY, INC.

hereinafter called Contractor and,

TRIPLET CONSTRUCTION COMPANY

P.O. Box 374, Salt Lick, KY 40371

hereinafter called Subcontractor, whether one or more,

WITNESSETH: that whereas Contractor has heretofore submitted a bid to

THE KENTUCKY TRANSPORTATION CABINET

hereinafter called the Owner, by bid proposal submitted the 27th day of June 2003 for

Campbell County, KY; BRO 8719 (5)

and the parties hereto desire that Subcontractor shall perform certain work in connection therewith,

IT IS THEREFORE contracted and agreed that the Subcontractor shall perform the work enumerated in paragraph I and shall be paid ¶ hereof in accordance with paragraph II hereof.

I.

Subcontractor shall furnish all materials, supplies, labor, supervision, tools, machinery, and equipment, or other items required ¶ hereof, and shall perform the following items of work, including all necessary or incidental thereto, namely:

DESCRIPTION OF ITEMS	ESTIMATED QUANTITIES	UNIT PRICES	EXTENSION OR LUMP SUM
9 Precast Concrete Beams; SB 36	759.0 LF	154.50 / LF	\$117,265.50

II.

1. Subcontractor shall be paid at the rate of the unit prices listed in paragraph I for all work performed and materials and supplies furnished. The quantities of the items shown in paragraph I are only estimated and the earnings of Subcontractor under this contract shall be determined by the quantities that are actually allowed and paid to Contractor.

2. Upon receipt by Contractor of each estimate check, Subcontractor shall be paid for such quantities of the items in paragraph I as are included therein; provided, however, that Contractor may retain 0 % of all monies earned under this contract by Subcontractor until job is completed and accepted and until all bills have been paid in full.

3. Should Contractor advance money to Subcontractor or pay on its behalf any bills, accounts, labor or other items, such advances and payments may be deducted from either the current estimate, the final estimate or the retained percentage, at the option of the Contractor. Should such advances and payments be in excess of total amount finally due Subcontractor, the he shall promptly repay such excess to Contractor on demand.

III.

Time is of the essence of the prime contract and is hereby declared to be the essence of this contract. Subcontractor shall prosecute the work with all possible diligence and all possible speed in order to insure completion at the earliest possible date.

In the event that Subcontractor does not perform its work promptly and the completion of the prime contract is thereby delayed, then the Subcontractor shall assume and pay any liquidated damages that may be assessed under the terms of the prime contract.

Further, if Subcontractor fails, in the opinion of Contractor, to prosecute the work with sufficient force and speed, then Contractor may, at its option, elect to proceed in any one or more of the following methods:

1. Contractor may employ and use on said work or any portion thereof such number of workmen, laborers, supervisors, teams, tools, machinery and equipment as it deems necessary to insure the prompt completion of the work at such wages, prices and rentals as Contractor may deem necessary and expedient, and it shall charge all of same to Subcontractor, or

2. Contractor may relet the work, either in whole or in part, to such other persons as it may desire at such prices as it may deem proper and shall charge the costs therefore to Subcontractor, or

3. Contractor may declare the rights of Subcontractor under this contract to be terminated and, in such event, Subcontractor shall be paid for the actual work done by it to the date of termination except that the monies retained in accordance with Section 2 of paragraph II shall pass to and be retained by Contractor as liquidated damages, or

4. Contractor may terminate the contract as to any items of work or areas of the project which have not been completed, as it may elect, and Contractor may then proceed to treat such terminated items or areas as though same had never been included in this contract but had been omitted, eliminated, or excepted therefrom. In such event, Subcontractor shall remain bound, and all other terms of the contract shall remain in force, to so much of the work or areas which have not been so terminated.

Any delay in exercising these options shall not constitute a waiver of the rights herein provided and it is specifically agreed that the exercise of option 1 or 2 shall not preclude the later exercise of option 3 or 4.

IV.

1. Subcontractor shall perform all work in a manner satisfactory to both Contractor and the Owner and, upon failure to do so, Contractor may proceed in the same manner as provided in paragraph III, above, and exercise any or more of the rights therein granted.

2. SUBCONTRACTORS INSURANCE: Prior to start of the Subcontract Work, the Subcontractor shall procure for the Subcontract Work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, and Comprehensive Automobile Liability Insurance on an occurrence basis, and any other insurance required of Subcontractor under the Subcontract. The Contractor, Owner and any other parties as

required by the Subcontract Documents shall be named as additional insureds by endorsement. The Subcontractor's insurance shall be primary and non-contributory with any other available insurance and shall also include contractual liability insurance covering the Subcontractor's obligations under this Subcontract.

MINIMUM LIMITS OF LIABILITY: The Subcontractor's Comprehensive or Commercial General Liability Insurance shall be written with limits of liability not less than the minimum limits of liability set forth in the Owner/Contractor Contract documents or the following, whichever is higher:

A: Comprehensive General Liability Insurance including completed operations

1. Combined Single Limit bodily Injury and Property Damage

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate

or

2. Bodily injury

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate

3. Property Damage

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate

B: Commercial General Liability Insurance

1. Each Occurrence

Limit	\$500,000.00
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2. General Aggregate \$500,000.00

3. Products/Completed Operations Aggregate \$500,000.00

4. Personal and Advertising Injury Limit \$500,000.00

C: Comprehensive Automobile Liability Insurance

1. Combined Single Limit Bodily Injury and Property Damage

\$500,000.00	Each Occurrence
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2. Bodily Damage

\$500,000.00	Each Person
\$500,000.00	Each Occurrence

3. Property Damage

\$500,000.00	Aggregate
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ENDORSEMENT: If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

3. This contract shall be performed in strict accordance with the prime contract and the plans, specifications, special provisions and instructions issued in connection therewith, including any changes or amendments thereto, and the right to change or amend is retained by the Owner and the Contractor, without any ratification or approval on the part of the Subcontractor being required. All of the terms and conditions thereof applying to work listed herein, except for those relating to prices and payment, are hereby referred to and made part of this contract as though copied at length herein.

4. Subcontractor shall promptly pay any and all costs, changes or damages assessed under any portion of this contract and same shall bear interest for the date incurred until paid at the rate of six per cent annum.

5. Subcontractor will not remove or permit to be removed from the work any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the work for use in connection therewith until the contract has been completed, without the written consent of the Contractor.

6. Any notice or demand may be given by mailing a letter addressed to Subcontractor at the address shown above in this contract and Contractor may exercise any right given to it immediately after mailing the letter containing such notice. However, this does not preclude Contractor from giving notice in any other legal manner.

Subcontractor shall hold Contractor free and harmless from any and all claims, debts or demands, of whatever nature, that might arise from the operation of this contract, including, but not to the exclusion of any other claims arising through acts or omissions of Subcontractor, his agents, servants, employees, assigns, and subcontractors.

VI.

1. Subcontractor shall not employ men or means which cause strikes or other disturbances or work interruption, of any nature, by Contractor's employees on any work related hereto.
2. Subcontractor shall promptly satisfy any lien or encumbrance filed against the project by reason aof any act or default on his part.
3. Subcontractor shall not sublet or assign any portion of this contract, or his earnings and compensation hereunder, except with the consent in writing of Contractor.
4. If the Subcontractor shall fail to fully perform any obligation imposed on him by this paragraph VI, then Contractor may exercise one or more of the options provided him in paragraph III.

VII.

Subcontractor agrees to pay his proportionate part of the Performance Bond.

VIII.

The Contractor has insured that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, or natural origin cannot result. By accepting this Subcontract, the Subcontractor agrees to maintain a non-segregated environment. The Subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form (EEO-1) promulgated jointly by the DFCCP, EEOC, and Plans for Progress or Such Form as may hereafter be promulgated in its place if your company (1) is not exempt from provisions of these regulations in accordance with 60-1.5; (2) have 50 or more employees; (3) is a first tier contractor; and (4) if this Subcontract amounts to \$50,000.00 or more.

IX.

In witness hereof, the said parties hereto by their properly authorized officers have hereunto set their hands and seals this the 7th day of July 2003.

CONTRACTOR:

SUBCONTRACTOR:

D.L. BRAUGHLER COMPANY, INC.

TRIPLETT CONSTRUCTION COMPANY

By: David L. Braughler
David L. Braughler, Pres.
Print Name and Title

BY: Mary C. Triplett
MARY C TRIPLETT PRESIDENT
Print Name and Title

State of Kentucky County of Rowan

State of Kentucky County of Rowan

Subscribed and sworn to before me by

Subscribed and sworn to before me by

David L. Braughler

Mary C. Triplett

this 7th day of July 2003

this 7th day of July 2003

Julia McClurg
Notary Public

Julia McClurg
Notary Public

My Commission Expires: 9th September 2005

My Commission Expires: 9th September 2005

EQUIPMENT RENTAL AND WORKING AGREEMENT

THIS AGREEMENT made and entered into this 7th day of July 2003, by and between
D.L. BRAUGHLER COMPANY of Morehead, Kentucky, party of the first part, and TRIPLETT
CONSTRUCTION COMPANY of Salt Lick, Kentucky, party of the second part, for work on
Kentucky Highway Project No. BRO 8179 (5) in Campbell County, Kentucky.

WITNESSETH: (1) the party of the first part does hereby agree to rent to the party of the second part
the following equipment for the placement of 9 ea precast concrete beams at the rates shown below:

65 Ton Crawler Crane at \$1,500.00 Lump Sum per crane for the placement of 9 ea precast concrete beams.

(2) The party of the second part will employ party of the first parts crane operator at the project crane
operator rate and the employees will work under the supervision of Triplett Construction Co..

(3) It is further agreed that all operators of the above-listed equipment and any other employees
connected with this project will be carried on the payroll off Triplett Construction Company and paid the
hourly rate for such classifications as are listed in the proposal and contract for all hours worked, and that all
payroll records, cancelled checks, and other records pertaining to the project will be available for inspection by
authorized representatives of the Kentucky Department of Highways at any reasonable time.

Dated this day and date first above written.

Party of the First Part

D.L. BRAUGHLER COMPANY, INC.

By: David L. Braughler
David L. Braughler, Pres.
Print Name and Title

State of Kentucky County of Rowan

Subscribed and sworn to before me by

David L. Braughler

this 7th day of July 2003

Julia McClurg
Notary Public

My Commission Expires: 9th September 2005

Party of the Second Part

TRIPLETT CONSTRUCTION COMPANY

By: Mary C. Triplett
Mary C. Triplett PRESIDENT
Print Name and Title

State of Kentucky County of Rowan

Subscribed and sworn to before me by

Mary C. Triplett

this 7th day of July 2003

Julia McClurg
Notary Public

My Commission Expires: 9th September 2005

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

Garrett-Stotz Company
6011 Brownsboro Park Blvd
Suite B
Louisville KY 40207-1292

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Triplet Construction Co.
P. O. Box 374
Salt Lick KY 40371

INSURER A: BITUMINOUS INSURANCE COMPANY
INSURER B: KENTUCKY EMPLOYER'S MUTUAL INSURANCE
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CLP 3 140 748	05/24/2003	05/24/2004	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP 3 140 747	05/24/2003	05/24/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CUP 2 536 994	05/24/2003	05/24/2004	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	31374	02/15/2003	02/15/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
A	OTHER EQUIP FLOATER	CLP 3 140 748	05/24/2003	05/24/2004	VARIOUS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

ALL WORK INCLUDING CAMPBELL COUNTY PROJECT

CERTIFICATE HOLDER

D.L. BRAUGHLER
FAX: 606-784-7545

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS & REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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